

PURCHASE SUPPLEMENT NO. 3

THIS AGREEMENT made as of the 17th day of February, 1972.

B E T W E E N :

GUARANTY TRUST COMPANY OF CANADA,
a corporation duly incorporated
under the laws of Canada, as
Trustee under an Equipment Loan
Trust Declaration executed on
December 31, 1971,

6467-K

(hereinafter called the "Vendor")

RECORDATION NO. _____ Filed & Recorded

OF THE FIRST PART

FEB 24 1972 - 1 25 PM

- and -

INTERSTATE COMMERCE COMMISSION

TRADERS GROUP LIMITED, a corporation
duly incorporated under the laws of
Canada,

(hereinafter called the "Purchaser")

OF THE SECOND PART

WHEREAS the terms used herein shall have the meaning given to them in the Conditional Sale Agreement made as of the 31st day of December, 1971 between the Vendor and the Purchaser (hereinafter called the "Conditional Sale Agreement") in accordance with the terms thereof;

AND WHEREAS by virtue of the provisions of paragraph 18 of the Conditional Sale Agreement it was agreed between the Vendor and the Purchaser that forthwith upon the execution and delivery of any Lease Schedule pursuant to paragraph 1 of the Lease, the Vendor and the Purchaser shall execute a Purchase Supplement making any Unit described in such Lease Schedule subject to the terms and conditions of the Conditional Sale Agreement;

described in Lease Schedule No. 1 subject to the terms and conditions of the Conditional Sale Agreement;

AND WHEREAS Lease Schedule No. 2 was duly executed and delivered by the Vendor and the Lessee as of the 2nd day of February, 1972 respecting the Units of Equipment more particularly described therein and Purchase Supplement No. 2 was duly executed as of the 2nd day of February, 1972 making the Units described in Lease Schedule No. 2 subject to the terms and conditions of the Conditional Sale Agreement;

AND WHEREAS Lease Schedule No. 3 was duly executed and delivered by the Vendor and the Lessee as of the 17th day of February, 1972 respecting the Units of Equipment more particularly described therein, a true copy whereof is annexed hereto as Schedule "A";

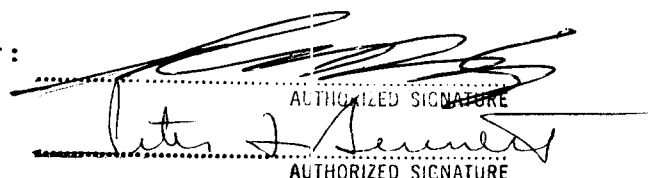
NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1. The parties hereto do hereby confirm that the Units of Equipment more particularly described in Schedule "A" annexed hereto are subject to the terms and conditions of the Conditional Sale Agreement.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in their respective corporate names by their officers or officials thereunto duly authorized and the respective corporate seals to be hereunto affixed and duly attested all as of the date first above written.

GUARANTY TRUST COMPANY OF CANADA

Per:


AUTHORIZED SIGNATURE
AUTHORIZED SIGNATURE

SCHEDULE "A"

EQUIPMENT LEASE - SCHEDULE NO. 3

Dated the *17th* day of *February*, 1972 to
Lease dated as of the 31st day of December,
1971 ("Lease") between GUARANTY TRUST
COMPANY OF CANADA as Trustee ("Lessor")
and CANADIAN NATIONAL RAILWAY COMPANY
("Lessee")

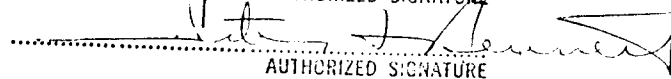
1. The terms used herein shall have the meaning given to such terms in the Lease in accordance with the terms thereof.
2. The Lessor and the Lessee hereby confirm that the Units of Equipment described in Schedule "A" annexed hereto and forming part hereof have been delivered to, examined and accepted by the Lessee on the date hereof as Units leased under the Lease and are accordingly subject to and governed thereby and that the term of the Lease with respect thereto shall commence on the date hereof.
3. The Lessee does hereby acknowledge and confirm that the said Units of Equipment have been examined by duly appointed and authorized employees or representatives of the Lessee and that such examination discloses that same conform to the Specifications more particularly defined in the Manufacturing Agreement and are in good operating order, repair, condition and appearance on the date hereof.
4. The Lessee does hereby certify that at the time of such delivery of the Units to the Lessee there was plainly, permanently and conspicuously stencilled on each side

Approved and agreed to this ^{17th} day of *February*, 1972
as a Schedule to and part of the Lease made between the
parties hereto as of the 31st day of December, 1971.

GUARANTY TRUST COMPANY OF CANADA
as Trustee

By:


AUTHORIZED SIGNATURE


AUTHORIZED SIGNATURE

CANADIAN NATIONAL RAILWAY COMPANY

By:



Approved
as to form o
Attorney

SCHEDULE "A"

<u>QUANTITY</u>	<u>DESCRIPTION OF UNITS</u>	<u>MANUFACTURER</u>	<u>IDENTIFYING NUMBERS</u>
147	50' 6"-70 Ton Insulated Box Cars	National Steel Car Corporation Limited	CN 286325 286329 286331-416 incl. 286418-420 incl. 286422-423 incl. 286425-428 incl. 286430-432 incl. 286434-443 incl. 286446-449 incl. 286451 286453-468 incl. 286472-486 incl. 286488

PROVINCE OF ONTARIO)

CITY OF TORONTO)

On this 21st day of February, 1972, before me personally appeared R. B. Armstrong, to me personally known, who, being by me duly sworn, says that he is General Manager of GUARANTY TRUST COMPANY OF CANADA, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

(Notarial Seal)

PROVINCE OF QUEBEC)

CITY OF MONTREAL)

On this 17th day of February, 1972, before me personally appeared Pierre Duchesneau, to me personally known, who, being by me duly sworn, says that he is Vice-President of CANADIAN NATIONAL RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he

PROVINCE OF ONTARIO)
)
JUDICIAL DISTRICT OF YORK)

On this 24th day of February, 1972, before me
personally appeared Robert Armstrong, to me
personally known, who, being by me duly sworn, says that he
is Ernest Horne of GUARANTY TRUST COMPANY OF
CANADA, that one of the seals affixed to the foregoing
instrument is the corporate seal of the said corporation,
that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

(Notarial Seal)

Robert Armstrong
Notary Public

PROVINCE OF ONTARIO)
)
JUDICIAL DISTRICT OF YORK)

On this 22nd day of February, 1972, before me
personally appeared George E. Whitley, to me person-
ally known, who, being by me duly sworn, says that he is
SECRETARY of TRADERS GROUP LIMITED,
that one of the seals affixed to the foregoing instrument is
the corporate seal of the said corporation, that said
instrument was signed and sealed on behalf of said corpora-
tion by authority of its Board of Directors, and he.

DATED: February , 1972

GUARANTY TRUST COMPANY OF CANADA

- and -

TRADERS GROUP LIMITED

PURCHASE SUPPLEMENT NO. 3

SHIBLEY, RIGHTON & MCCUTCHEON,
Barristers and Solicitors,
P.O. Box 32 - 401 Bay Street,
Toronto 103, Ontario